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*Wagner
5/29/09*

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: HERNANDO-PASCO HOSPICE, INC.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

ALFRED W. TORRENCE, JR.
(Contact Person)

THORNTON & TORRENCE, P.A.
(Firm/Company)

6709 RIDGE ROAD, SUITE 106
(Address)

PORT RICHEY, FLORIDA 34668
(City/State and Zip Code)

For further information concerning this matter, please call:

ALFRED W. TORRENCE, JR. At (727) 845-6224
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
_____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on 1/27/2009. The number of directors in office was 5. The vote for the plan was as follows: 5 FOR 0 AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on 1/27/2009. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 1 FOR 0 AGAINST



SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of the chairman/ vice chairman of the board or an officer.</u>	<u>Typed or Printed Name of Individual & Title</u>
HERNANDO-PASCO HOSPICE, INC.		JOHN CHURCH, CHAIRMAN
HPH PHARMACY AND MEDICAL EQUIPMENT, INC.		JOHN CHURCH, CHAIRMAN
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

AGREEMENT AND PLAN OF MERGER
Between
HPH PHARMACY AND MEDICAL EQUIPMENT, INC.
And
HERNANDO-PASCO HOSPICE, INC.

This Agreement and Plan of Merger ("Plan") in accordance with s. 617.1101 et seq. of the Florida Not for Profit Corporation Act (the "Act"), dated March 24, 2009, by and between HERNANDO-PASCO HOSPICE, INC., a Florida not for profit corporation with its principal offices located at 12107 Majestic Blvd., Hudson, FL 34667 ("Surviving Corp.") and HPH PHARMACY AND MEDICAL EQUIPMENT, INC., a Florida not for profit corporation with its principal offices located at 12107 Majestic Blvd., Hudson, FL 34667 ("Disappearing Corp.") (collectively the "Constituent Corporations"). This Merger is being effected pursuant to this Plan of Merger.

RECITALS

WHEREAS, the parties desire that Disappearing Corp. be merged into Surviving Corp. (the "Merger"), with HERNANDO-PASCO HOSPICE, INC. being the surviving corporation, all as more particularly set forth herein; and

WHEREAS, the board of directors of each of the parties to this Agreement has determined that the proposed transaction is advisable and for the general welfare and advantage of their respective corporations and have recommended that the proposed transaction be consummated; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this Plan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties agree as follows:

SECTION 1. Plan of Merger.

1. The term "Effective Date" shall mean the date on which the Articles of Merger are filed with the Secretary of State of Florida.

2. On the Effective Date, Disappearing Corp. shall be merged with and into Surviving Corp. The separate existence of Disappearing Corp. shall cease at the Effective Date and the existence of Surviving Corp. shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of not for profit corporations organized under the laws of the State of Florida.

3. The Plan of Merger was approved by the Directors of Surviving Corp. in accordance with s.617.1103 of the Act on January 27, 2009. The Surviving Corp. has no voting members. The Plan of Merger was approved by the Directors of Disappearing Corp. in accordance with s.617.1103 of the Act on January 27, 2009. The Hernando-Pasco Hospice, Inc., acting as the sole member of the Disappearing Corp., approved the Plan of Merger in accordance with s.617.1103 of the Act on March 24, 2009.

4. In consideration of approval of the Plan by the Directors of the Disappearing Corp., the Surviving Corp. shall be responsible and liable for all liabilities of the Disappearing Corp.

5. Instruments of Conveyance and Transfer. At the closing, Disappearing Corp. shall deliver to Surviving Corp. such deeds, bills of sale, endorsements, assignments, and other good and sufficient instruments of transfer, conveyance, and assignment satisfactory to Surviving Corp. as shall be effective to vest in and warrant to Surviving Corp. good and marketable title to the Assets, and to transfer to Surviving Corp. all of Disappearing Corp.'s rights and obligations under any Assumed Contracts. Simultaneously with such delivery, Disappearing Corp. shall take all steps as may be required to put Surviving Corp. in actual possession and operating control of the Assets and its ongoing business operations.

6. Further Assurances. Disappearing Corp. shall from time to time at the request of Surviving Corp. and without further consideration, execute and deliver such instruments of transfer, conveyance, and assignment in addition to those delivered under paragraph 5 and take such other action as Surviving Corp. may reasonably request to more effectively transfer, convey, and assign to and vest in Surviving Corp., and to put Surviving Corp. in possession of, all or any portion of the Assets.

7. Closing. Closing shall take place at Hudson, Florida, on March 31, 2009 (the "closing date"), or at another time, date, and/or place mutually agreed to by the parties. Closing shall be consummated by the execution and acknowledgment by Surviving Corp. and Disappearing Corp. of Articles of Merger in accordance with F.S. Chapter 617 and other applicable law. The Articles of Merger executed and acknowledged shall be delivered for filing to the Secretary of State as promptly as possible after the consummation of the closing.

8. Representations and Warranties of Disappearing Corp.

8.1 Disappearing Corp.'s Representations and Warranties. Disappearing Corp. represents and warrants to Surviving Corp. as follows:

8.2 Organization and Good Standing. Disappearing Corp. is a corporation duly organized, validly existing, and in good standing under the law of the state of Florida, having all requisite corporate power and authority to own its assets and carry on its business as presently conducted.

A true and complete copy of the Articles of Incorporation and Bylaws of Disappearing Corp., each as amended to this date, has been delivered or made available to Surviving Corp. The

minute books of Disappearing Corp. are current as required by law, contain the minutes of all meetings of the incorporators and Board of Directors from the date of incorporation to this date, and adequately reflect all material actions taken by the incorporators, Board of Directors. Disappearing Corp. has no subsidiaries.

8.3 Authorization; Validity. The execution, delivery, and performance of this Agreement by Disappearing Corp. has been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by Disappearing Corp., and is the legal, valid, and binding obligation of Disappearing Corp., enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, reorganization, and other laws of general application affecting the enforcement of creditors' rights and by the availability of equitable remedies.

8.4 Consents. Other than as set forth on the required approval schedule, no approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Disappearing Corp. of the transactions contemplated by this Agreement.

8.5 Violations. The execution, delivery, or performance of this Agreement does not and will not (i) with or without the giving of notice or the passage of time, or both, constitute a default, result in breach of, result in the termination of, result in the acceleration of performance of, require any consent, approval, or waiver (other than those identified on Schedule 3.1.5), or result in the imposition of any lien or other encumbrance upon any property or assets of Disappearing Corp., under any agreement, lease, or other instrument to which Disappearing Corp. is a party or by which any of the property or assets of Disappearing Corp. is bound; (ii) violate any permit, license, or approval required by Disappearing Corp. to own its assets and operate its business; (iii) violate any law, statute, or regulation or any judgment, order, ruling, or other decision of any governmental authority, court, or arbitrator; or (iv) violate any provision of Disappearing Corp.'s Articles of Incorporation or Bylaws.

8.6 Absence of Certain Changes or Events. Except as disclosed in the exhibits to this Agreement, since the beginning of October, 2008, the Disappearing Corp. has not:

(1) Experienced any change in Disappearing Corp.'s financial condition, Assets, liabilities, results of operations or business, any of which has been materially adverse;

(2) Suffered any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting Disappearing Corp.'s properties or business;

(3) Mortgaged, pledged or subjected to lien, charge, security interest or any other encumbrance (other than the lien of taxes not yet due and payable) any of Disappearing Corp.'s Assets or properties;

(4) Transferred or leased any of Disappearing Corp.'s Assets or properties other than in the ordinary course of business;

(5) Canceled or compromised any debt or claim (except for adjustments made with respect to contracts for the purchase of supplies or for the sale of products which in the aggregate are not material);

(6) Waived or released any right of material value;

(7) Conducted Disappearing Corp.'s business other than in the ordinary course; or

(8) Experienced any other event or condition of any character which has materially and adversely affected the Disappearing Corp.'s business or may do so in the future.

8.7 Survival of Representations and Warranties. Each of the representations and warranties in Section 3.1 shall be deemed renewed and made again by Disappearing Corp. at the closing as if made at the time, and shall survive the closing until the expiration of all applicable statute of limitation periods.

9. Representations and Warranties of Surviving Corp.

Surviving Corp. is a corporation duly organized, validly existing, and in good standing under the law of the state of Florida, having all requisite corporate power and authority to own its assets and carry on its business as presently conducted.

A true and complete copy of the Articles of Incorporation and Bylaws of Surviving Corp., each as amended to this date, has been delivered or made available to Disappearing Corp. The minute books of Surviving Corp. are current as required by law, contain the minutes of all meetings of the incorporators and Board of Directors from the date of incorporation to this date, and adequately reflect all material actions taken by the incorporators; Board of Directors. Surviving Corp. has no subsidiaries.

The execution, delivery, and performance of this Agreement by Surviving Corp. has been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by Surviving Corp., and is the legal, valid, and binding obligation of Surviving Corp., enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, reorganization, and other laws of general application affecting the enforcement of creditors' rights and by the availability of equitable remedies.

Other than as set forth on the required approval schedule, no approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Surviving Corp. of the transactions contemplated by this Agreement.

10. Covenants of Disappearing Corp.

10.1 Except as may otherwise be consented to or approved in writing by Surviving Corp.,

Disappearing Corp. agrees that from the date of this Agreement and until the Closing:

10.2 Conduct Pending Closing. The business of Disappearing Corp. shall be conducted only in the ordinary course consistent with past practices.

10.3 Confidentiality. Disappearing Corp. agrees to keep the provisions of this Agreement confidential and will not disclose its provisions to any person, excluding Disappearing Corp.'s accountants, attorneys, and other professionals with whom Disappearing Corp. conducts business and to whom such disclosure is reasonably necessary; provided, however, that such persons shall be advised of the confidential nature of this Agreement at the time of such disclosure.

11. Conditions Precedent to Obligations of Surviving Corp.

11.1 Conditions Precedent. Unless, at the closing, each of the following conditions is either satisfied or waived by Surviving Corp. in writing, Surviving Corp. shall not be obligated to effect the transactions contemplated by this Agreement:

11.2 Representations and Warranties. The representations and warranties of Disappearing Corp. are true and correct at the date of this Agreement and shall be true and correct as of the Closing as if each were made again at that time.

11.3 Performance of Covenants. Disappearing Corp. shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

11.4 Items to be Delivered at Closing. Disappearing Corp. shall have tendered for delivery to Surviving Corp. the following:

- (i) Consents. Any required consents.
- (ii) Good Standing Certificate. Evidence from the Florida Secretary of State, dated within 10 days of the closing, showing that Disappearing Corp. is in good standing.
- (iii) Corporate Action. A certified copy of the corporate action of Disappearing Corp. authorizing and approving this Agreement and the transactions contemplated by it.
- (iv) Articles of Merger. A duly executed original of the Articles of Merger.

11.5 Proceedings and Instruments Satisfactory. All proceedings, corporate or other, to be taken in connection with the transactions contemplated by this Agreement, and all documents incident to this Agreement, shall be satisfactory in form and substance to Surviving Corp., whose approval shall not be withheld unreasonably.

11.6 No Adverse Change. There shall not have been a material adverse change in the financial condition of Disappearing Corp. or the business, whether or not covered by insurance; nor shall any lawsuit be pending that seeks to set aside the Agreement or the transactions contemplated

by it.

12. Notices.

Any notice, request, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been delivered, given, and received for all purposes if written and (i) if delivered personally, by facsimile, or by courier or delivery service, at the time of such delivery; or (ii) if directed by registered or certified United States mail, postage and charges prepaid, addressed to the intended recipient, at the address specified below, two business days after such delivery to the United States Postal Service.

If to Surviving Corp.: 12107 Majestic Blvd., Hudson, FL 34667

With a copy to: Thomas Barb

If to Disappearing Corp.: 12107 Majestic Blvd., Hudson, FL 34667

With a copy to: Richard Young

Any party may change the address to which notices are to be mailed by giving notice as provided herein to all other parties.

13. Miscellaneous.

13.1 Entire Agreement. This Agreement, the Exhibits, and the Schedules, including the Plan of Merger and the Articles of Merger, and their exhibits and schedules, contain all of the terms and conditions agreed upon by the parties with reference to the subject matter and supersede any and all previous agreements, representations, and communications between the parties, whether written or oral. This Agreement, including its Exhibits and Schedules, may not be modified or changed except by written instrument signed by all of the parties, or their respective successors or assigns.

13.2 Assignment. This Agreement shall not be assigned or assignable by Disappearing Corp. or Surviving Corp. without the express written consent of the other party. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns.

13.3 Captions. All section, schedule, and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.

13.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

13.5 Waiver. Each of the parties may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other party; (ii) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in

any document delivered pursuant to this Agreement; (iii) waive compliance with any of the covenants of the other party contained in this Agreement; or (iv) waive, in whole or in part, performance of any of the obligations of the other party. No action taken pursuant to this Agreement, including, but not limited to, the consummation of the closing or any knowledge of or investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action, possessing such knowledge, or performing such investigation of compliance with the representations, warranties, covenants, and agreements contained herein. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or similar breach.

13.6 Controlling Law. This Agreement has been entered into in the state of Florida and shall be governed by, construed, and enforced in accordance with the laws of Florida.

13.7 Gender. Whenever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and the neuter, references to the neuter shall be deemed to include the masculine and the feminine, and references to the plural shall be deemed to include the singular and the singular to include the plural.

13.8 Further Assurances. Each of the parties shall use all reasonable efforts to bring about the transactions contemplated by this Agreement as soon as practicable, including the execution and delivery of all instruments, assignments, and assurances, and shall take or cause to be taken such reasonable further or other actions necessary or desirable to carry out the intent and purposes of this Agreement.

13.9 Attorneys' Fees. In the event a lawsuit is brought to enforce or interpret any part of this Agreement or the rights or obligations of any party to this Agreement, the prevailing party shall be entitled to recover such party's costs of suit and reasonable attorneys' fees, through all appeals.

13.10 References to Agreement. The words "hereof," "herein," "hereunder," and other similar compounds of the word "here" shall mean and refer to the entire Agreement and not to any particular section, article, provision, annex, exhibit, schedule, or paragraph unless so required by the context.

13.11 Schedules and Exhibits. Schedules and Exhibits to this Agreement (and any references to any part or parts of them) shall, in each instance, include the Schedules or Exhibits (as the case may be) attached to this Agreement as well as any amendments to such Schedules or Exhibits (in each such case). All such Schedules and Exhibits shall be deemed an integral part of this Agreement, and are incorporated into this agreement by reference.

13.12 Venue. Any litigation arising under this Agreement shall be instituted only in Pasco County, Florida, the place where this Agreement was executed. All parties agree that venue shall be proper in that county for all such legal or equitable proceedings.

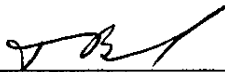
13.13 Severability. Each section, subsection, and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant, and/or provision. If any provision of this

Agreement shall be determined to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

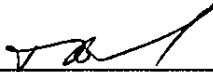
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HERNANDO-PASCO HOSPICE, INC.
a Florida corporation

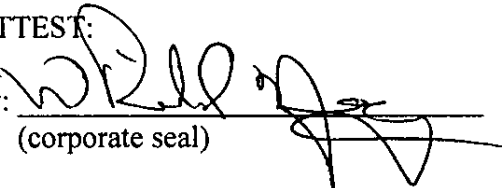
HPH PHARMACY AND MEDICAL
EQUIPMENT, INC.
a Florida corporation

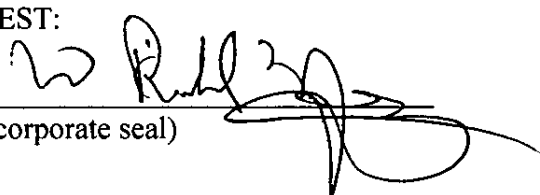


President



President

ATTEST:
by: 
(corporate seal)

ATTEST:
by: 
(corporate seal)

**CONSENT OF THE SOLE MEMBER OF
HPH PHARMACY AND MEDICAL EQUIPMENT, INC.**

This Consent shall be in lieu of a special meeting of the sole member of HPH PHARMACY AND MEDICAL EQUIPMENT, INC., a Florida not for profit corporation (the "Company").

WHEREAS, the Company desires to become a part of Hernando-Pasco Hospice, Inc., a Florida not for profit corporation ("Hospice"), in exchange for assumption by the Hospice of the liabilities of the Company, all in accordance with s. 617.1101, et seq. of the Florida Not for Profit Corporation Act; and

WHEREAS, Hospice desires to consummate the Merger; and

WHEREAS, Hospice and the Company intend to enter into a Plan of Merger (the "Agreement") to consummate the Merger and a draft of the Agreement is attached as Exhibit "A"; and

WHEREAS, the Company desires to consummate the Merger on the terms and conditions set forth in the Agreement, which terms are incorporated by this reference; and

WHEREAS, after the Merger has been approved, the Company intends to execute Articles of Merger and file them with the Florida Secretary of State in accordance with s. 607.1105 of the Act; and

WHEREAS, it is in the best interests of the Company to consummate these transactions.

NOW, THEREFORE:

BE IT RESOLVED, that the Merger, the Agreement, and all of the transactions contemplated thereby are adopted, approved, and consented to, and the Company's President, or any of the Company's other officers are authorized and directed on behalf of the Company to negotiate, execute, and deliver the Agreements and any and all other instruments or agreements deemed necessary or appropriate by them to consummate the transactions contemplated by the Agreements, with such deletions, modifications, or other changes deemed necessary or appropriate by such officers, in their sole discretion, on the advice of counsel or otherwise, to carry out the purpose or intent of the foregoing resolutions and to do or cause to be done any and all such acts and things by or on behalf of the Company, in their sole discretion, upon advice of counsel or otherwise, as they deem necessary and appropriate to consummate the transactions contemplated by the Agreements; and

BE IT FURTHER RESOLVED, that the Secretary of the Company is authorized and directed to furnish copies of the foregoing resolutions to Hospice and to certify that such resolutions are in full force and effect and have not been rescinded or modified.

The undersigned, sole member of the Company, acting without meeting, pursuant to the

Florida Not for Profit Corporation Act, does hereby consent to and approve and adopt the foregoing Resolution.

DATED: March 24, 2009.

Hernando-Pasco Hospice, Inc., as sole
Member of HPH Pharmacy and Medical
Equipment, Inc.

JOHN CHURCH

By: John Church
Title: Chairman

EXTRACT OF MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
HPH PHARMACY AND MEDICAL EQUIPMENT, INC.
OF JANUARY 27, 2009

WHEREAS, the Company desires to consummate a Merger (the "Merger") with Hernando-Pasco Hospice, Inc., a Florida not for Profit Corporation ("Hospice"), all in accordance with s. 607.1101 of the Florida Business Corporation Act; and

WHEREAS, Hospice and the Company intend to enter into a Plan of Merger (the "Agreement") to consummate the Merger and a copy of the Agreement is attached as Exhibit "A"; and

WHEREAS, the Company desires to consummate the Merger on the terms and conditions set forth in the Agreement, which terms are incorporated by this reference; and

WHEREAS, after the Plan of Merger and the Agreement have been adopted by this Board, the Board shall then submit the plan to the Company's sole member for its approval, in accordance with the Act; and

WHEREAS, it is in the best interests of the Company to consummate these transactions.

NOW, THEREFORE:

BE IT RESOLVED, that the Merger, the Agreement, and all of the transactions contemplated thereby are adopted, approved, and consented to and the Company's President, or any of the Company's other officers are authorized and directed on behalf of the Company to negotiate, execute, and deliver the Agreements and any and all other instruments or agreements deemed necessary or appropriate by them to consummate the transactions contemplated by the Agreements, with such deletions, modifications, or other changes deemed necessary or appropriate by such officer(s), in their sole discretion, on the advice of counsel or otherwise, to carry out the purpose or intent of the foregoing resolutions and to do or cause to be done any and all such acts and things by or on behalf of the Company, in their sole discretion, upon advice of counsel or otherwise, as they deem necessary and appropriate to consummate the transactions contemplated by the Agreements; and

BE IT FURTHER RESOLVED, that the President, or any of the Company's other officers, are authorized and directed to submit the Plan of Merger to the Hospice for its approval as sole member hereof; and


BE IT FURTHER RESOLVED, that the Secretary or any Assistant Secretary of the Company is authorized and directed to furnish copies of the foregoing resolutions as required and to certify that such resolutions are in full force and effect and have not been rescinded or modified.

BE IT RESOLVED, this Extract may be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument. A facsimile copy of these minutes and any signatures hereon shall be considered for all purposes as an original.

The undersigned Secretary of the Board of Directors of HPH Pharmacy and Medical Equipment, Inc. certifies that this Extract is a true and complete Extract of the referenced resolution from the Minutes of the meeting held on January 27, 2009.

DATED: March 24, 2009

HERNADO-PASCO HOSPICE, INC.

By: 

Roger L. Graves

Title: Secretary

EXTRACT OF MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
HERNANDO-PASCO HOSPICE, INC.
OF JANUARY 27, 2009

WHEREAS, the Company desires to consummate a Merger (the "Merger") with HPH Pharmacy and Medical Equipment, Inc., a Florida not for Profit Corporation ("Pharmacy"), all in accordance with s. 607.1101 of the Florida Business Corporation Act; and

WHEREAS, Pharmacy and the Company intend to enter into a Plan of Merger (the "Agreement") to consummate the Merger and a copy of the Agreement is attached as Exhibit "A"; and

WHEREAS, the Company desires to consummate the Merger on the terms and conditions set forth in the Agreement, which terms are incorporated by this reference; and

WHEREAS, after the Plan of Merger and the Agreement have been adopted by this Board, the Board shall then submit the plan to the Company's sole member for its approval, in accordance with the Act; and

WHEREAS, it is in the best interests of the Company to consummate these transactions.

NOW, THEREFORE:

BE IT RESOLVED, that the Merger, the Agreement, and all of the transactions contemplated thereby are adopted, approved, and consented to and the Company's President, or any of the Company's other officers are authorized and directed on behalf of the Company to negotiate, execute, and deliver the Agreements and any and all other instruments or agreements deemed necessary or appropriate by them to consummate the transactions contemplated by the Agreements, with such deletions, modifications, or other changes deemed necessary or appropriate by such officer(s), in their sole discretion, on the advice of counsel or otherwise, to carry out the purpose or intent of the foregoing resolutions and to do or cause to be done any and all such acts and things by or on behalf of the Company, in their sole discretion, upon advice of counsel or otherwise, as they deem necessary and appropriate to consummate the transactions contemplated by the Agreements; and

BE IT FURTHER RESOLVED, that the Secretary or any Assistant Secretary of the Company is authorized and directed to furnish copies of the foregoing resolutions as required and to certify that such resolutions are in full force and effect and have not been rescinded or modified.

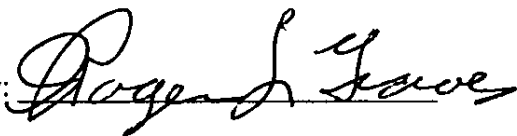
BE IT RESOLVED, this Extract may be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument. A facsimile copy of these minutes and any signatures hereon shall be considered for all purposes as an original.

The undersigned Secretary of the Board of Directors of Hernando-Pasco Hospice, Inc. certifies that this Extract is a true and complete Extract of the referenced resolution from the Minutes of the meeting held on January 27, 2009.

DATED: March 24, 2009

HERNADO-PASCO HOSPICE, INC.

By:

A handwritten signature in cursive script that reads "Roger L. Graves". The signature is written in black ink and is positioned to the right of the word "By:".

Roger L. Graves

Title: Secretary